

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>In Re:</b>	<b>Chapter: 13</b>
<b>Sherri Hilyer Mirseyedi</b>	<b>Case No.: 16-03532-TOM</b>
<b>SSN: xxx-xx-0185</b>	
<b>Debtor</b>	

**MOTION FOR RELIEF FROM AUTOMATIC STAY**  
**FILED BY SELECT PORTFOLIO SERVICING, INC., AS SERVICING AGENT FOR WILMINGTON**  
**SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS INDENTURE TRUSTEE, FOR THE**  
**CSMC 2015-RPL3 TRUST, MORTGAGE-BACKED NOTES, SERIES 2015-RPL3**

Comes now SELECT PORTFOLIO SERVICING, INC., AS SERVICING AGENT FOR WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS INDENTURE TRUSTEE, FOR THE CSMC 2015-RPL3 TRUST, MORTGAGE-BACKED NOTES, SERIES 2015-RPL3, its principals, investors, successors, and/or assigns, if any, (hereinafter "Creditor"), by and through its undersigned counsel of record, Sirote & Permutt, P.C., and moves this Honorable Court to lift the automatic stay in the above-referenced Debtor(s)' Chapter 13 bankruptcy and in support thereof, Creditor avers as follows:

1. The Debtor filed their bankruptcy petition with this Court on 08/30/2016.
2. This Honorable Court has jurisdiction to hear these matters and enter final orders pursuant to 28 U.S.C. §§ 157 and 1334; and 11 U.S.C. § 362. The Motion for Relief from Automatic Stay constitutes a core proceeding and is a contested matter pursuant to Fed. R. Bankr. P. 4001(a) and 9014.
3. The Creditor holds a mortgage lien on the property commonly referred to as 112 Chase Creek Cir, Pelham, AL 35124, and more fully described in the mortgage and note.
4. Select Portfolio Servicing, Inc. services the loan on the property referenced in this Motion for Relief. In the event the automatic stay in this case is modified, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as indenture trustee, for the CSMC 2015-RPL3 Trust, Mortgage-Backed Notes, Series 2015-RPL3. ("Noteholder"). Noteholder directly or through an agent, is owner and holder of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed. Noteholder is the original mortgagee or beneficiary or the assignee of the security instrument for the referenced loan.

5. The attached loan documents were also previously attached to the filed Proof of Claim.
6. The Creditor has not received post-petition regular monthly routine maintenance mortgage payment(s).  
The mortgage and loan held by the Creditor is in post-petition default under the terms and conditions stated upon the face of the mortgage and loan documents. The Debtor is in post-petition default for the mortgage payments due for the months of September, 2016 through the current date.
7. The Debtors' failure to make regular monthly routine maintenance mortgage payments unto the Creditor as they become due post-petition results in a unilateral modification of the mortgage and note between the parties in violation of 11 U.S.C. § 1322(b)(2).
8. The Debtor has not made a good faith effort to provide for and make the regular monthly routine maintenance mortgage payments as they become due in a manner to ensure that the Creditor receives the regular monthly routine maintenance mortgage payments consistent with the terms of the mortgage and mortgage loan documents.
9. The Debtor has willfully violated the terms and provisions of his/her/their Chapter 13 plan, and if applicable the order confirming said plan.
10. The Debtors' actions have caused unreasonable delay that is prejudicial to the Creditor. Further, the Creditor is not adequately protected.
11. The Creditor desires to protect its interests and proceed with taking possession of the property.

**WAIVER OF FED. R. BANKR. P. 4001(a)(3)**

12. This is a Chapter 13 bankruptcy case. The Debtor either knows, should know, or has been informed by Debtors' Counsel of the rules of this Bankruptcy Court and the potential penalties for non-compliance. Therefore, the Creditor requests this court waive the fourteen day "stay" in accordance with Fed. R. Bankr. P. 4001(a)(3).

**FUTURE DEFAULT**


13. Should this Honorable Court deny the Creditor's Motion for Relief from Automatic Stay, the Creditor would request that this Honorable Court direct that the stay shall be immediately lifted, without further order or notice, as to the Creditor in the event that the Debtor should default on any future payments.

**WHEREFORE, ABOVE PREMISES CONSIDERED,** the Creditor herein prays that this Honorable Court will lift, modify, or terminate the automatic stay now in force and effect in order that the Creditor may obtain

possession of its collateral and may enforce any and all of its state law rights and remedies in and to the subject collateral; the Creditor further requests that this Court waive the effect of Fed. R. Bankr. P. 4001(a)(3); or IN THE ALTERNATIVE, order an appropriate cure of the post-petition arrearage and default; and grant said Creditor future relief, modification, termination, or lifting of the automatic stay now in force and effect, should the Debtor(s) default on any future payments to be made unto said Creditor, in order that the Creditor may obtain possession of its collateral, may foreclose, or liquidate its collateral under state law, or seek to negotiate a loss mitigation forbearance or other agreement with the debtor in an attempt to avoid foreclosure or other action. Creditor further requests relief from applicable provisions of FRBP 3002.1, once relief from the stay is granted by Court Order. Creditor further requests relief from stay in order to enforce any and all Creditor's rights, title, and interest in and to the subject property, under applicable non-bankruptcy law.

Respectfully submitted,

/s/ Thomas G. Tutton, Jr.

Thomas G. Tutton, Jr. (TUT-003) 

Diane C. Murray (MUR-048)

Enslin Crowe (CRO-098)

Attorney for Creditor

OF COUNSEL:

Thomas G. Tutton, Jr.

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Birmingham, Alabama 35205

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**CERTIFICATE OF SERVICE**

I hereby certify in accordance with Fed. R. Bankr. P. 4001(a), 9014, and 7004 that a copy of the above and foregoing pleading was mailed, first class postage prepaid to the following:


Sherri Hilyer Mirseyedi  
112 Chase Creek Circle  
Pelham, AL 35124

and served via electronic case management to:

J. Suzanne Shinn  
Bond, Botes, Reese & Shinn, PC  
600 University Park Place  
Suite 510  
Birmingham, AL 35209-6778  
ecfbirmingham@bondnbotes.com

C. David Cottingham [Acting]  
Chapter 13 Standing Trustee  
P O Box 10848  
Birmingham, AL 35202-0848  
ctmail@ch13bham.com

On this the 6 day of March, 2017.

/s/ Thomas G. Tutton, Jr. -   
OF COUNSEL

STATE OF Utah )  
COUNTY OF Salt Lake )

**AFFIDAVIT**

BEFORE ME, the undersigned, Notary Public, personally appeared Sylvia Davies, who is known to me and after being by me first duly sworn, deposes and says the following:

My individual responsibility is to administer Select Portfolio Servicing, Inc., as servicing agent for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as indenture trustee, for the CSMC 2015-RPL3 Trust, Mortgage-Backed Notes, Series 2015-RPL3 mortgage loans in bankruptcy. Specifically, this includes monitoring loan payments. I hereby certify and state that said records were made in the regular course of business, and that it was in the regular course of said office for such records to be made at the time of the events, transactions, or occurrences to which they refer or within a reasonable time thereafter. Based on my review of said records, I have personal knowledge of this mortgage loan and hereby state the following:

- |                          |   |
|--------------------------|---|
| 1. Loan Number:          | xxxxxx7699                              |
| 2. Debtor:               | Sherri Hilyer Mirseyedi                 |
| 3. Bankruptcy Case No:   | 16-03532-TOM-13                         |
| 4. Property Description: | 112 Chase Creek Cir<br>Pelham, AL 35124 |

Delinquent Status as of 01/27/17:

5 payments of \$546.74 each for 09/01/16 through 01/01/17	\$2,733.70
Total	\$2,733.70

The facts stated herein are true. In verification of the same, I subscribed my signature hereto.

Sworn to by me on this 25<sup>th</sup> day of Feb, 2017.

State of: Utah  
County of: Salt Lake

Sylvia Davies  
Affiant **Document Control Officer**

Sworn to and subscribed before me on this 25 day of February, 2017.  
signed by: Sylvia Davies

[Signature]  
Document Control Officer

Personally Known

[Signature]  
Notary Public

My Commission Expires: 4/25/20

